REMARKS

Introduction

In response to the Office Action dated May 21, 2007, Applicants have amended claims 1-4, 6, 14, 20, 21, 23, 24, 26, 27, 34, 35, 37, 38, 41-44, 47-49, 54, 56, 57, and 59-62. Claims 69-71 have been added. Adequate descriptive support for the present Amendment should be apparent throughout the originally filed disclosure as, for example, the depicted embodiments and related discussion thereof in the written description of the specification. Support for amended claims can be found in, for example, Figs. 1, 3, and Fig. 4A; pg. 7, lines 7-9; pg. 22, line 4 – pg. 23, line 18; pg. 23, line 31-pg. 24, line 4; pg. 35, lines 11-16. Care has been taken to avoid the introduction of new matter. Claims 65-68 are withdrawn. In view of the foregoing amendments and the following remarks, Applicants respectfully submit that all pending claims are in condition for allowance.

Claim Rejection Under 35 U.S.C. § 112

Claims 1-64 were rejected under 35 U.S.C. § 112, second paragraph, as purportedly being indefinite. Applicants traverse.

Indefiniteness under the second paragraph of 35 U.S.C. § 112 is a question of law. *Tillotson Ltd. v. Walbro Corp.*, 831 F.2d 1033, 4 USPQ2d 1450 (Fed. Cir. 1987); *Orthokinetics Inc. v. Safety Travel Chairs Inc.*, 806 F.2d 1565, 1 USPQ2d 1081 (Fed. Cir. 1986). Accordingly, in rejecting a claim under the second paragraph of 35 U.S.C. § 112, the PTO is required to discharge its initial burden for providing a basis in fact and/or cogent reasoning to support the ultimate legal conclusion that one having ordinary skill in art, with the supporting specification in hand, would not be able to reasonably ascertain the scope or protection defined by the claim.

In re Cortwright, 165 F.3d 1353, 49 USPQ 2d 1464 (Fed. Cir. 1999). Consistent judicial precedent holds that reasonable precision in light of the particular subject matter involved is all that is required by the second paragraph of 35 U.S.C. § 112. *Miles Laboratories, Inc. v. Shandon, Inc.*, 27 USPQ 2d 1123 (Fed. Cir. 1993); *North American Vaccine, Inc. v. American Cyanamide Co.*, 28 USPQ 2d 1333 (Fed. Cir. 1993); *U.S. v. Telectronics, Inc.*, 8 USPQ 2d 1217 (Fed. Cir. 1988). Applicants stress that a patent specification must be viewed through the eyes of one having ordinary skill in the art. *Miles Laboratories, Inc. v. Shandon, Inc., supra.*

In applying the above legal tenets to the exigencies of this case, Applicant submits that one having ordinary skill in the art would not have been befuddled by the claimed subject matter. Moreover, the Examiner's ultimate legal conclusion of indefiniteness ignores the basic legal tenet requiring claims to be interpreted through the eyes of one having ordinary skill in the art in light of and consistent with the written description of the specification. The Examiner failed to even attempt to offer up a reasoned analysis **why** one having ordinary skill in the art would have been confused by the claim language, particularly when reasonably interpreted in light of and consistent with the written description of the specification. *Miles Laboratories, Inc. v. Shandon, Inc., supra.* The rejection is not legally viable for at least this reason. Nonetheless, in order to advance prosecution on the merits, Applicants have amended some of the claims for clarity.

Turning to page 2 of the Office Action, the Examiner asserts that in claim 1 and elsewhere, the content of a "standardized sales contract" is indefinite in scope. Amended claim 1 recites, in part, "...a standardized sales contract having pre-approved terms." Applicants submit that in light of the instant disclosure, the present claims are clear and definite to one of ordinary skill in this art. In particular, the Applicants submit that one of ordinary skill in this art would recognize that the claimed standardized sales contract includes pre-approved terms.

The Office Action asserts that in claim 1 and elsewhere, the phrase "the input" has no antecedent basis. Amended claim 1, for example, has been amended to recite, "...submitting terms." According to the claimed subject matter, a submitted term is a time-critical term that must be established during a limited interval of time during the negotiation at the time of contract formation by the authorized traders (*see, e.g.,* pg. 7, lines 7-9).

The Office Action states that in claim 1 and elsewhere, it is not clear what is being agreed upon. Amended claim 1, for example, has been amended to recite, "...entering into an agreement for a sales contract based upon the submitted terms ."

The Office Action states, "in claim 1 and elsewhere, it is not clear the identification [is] being performed." Amended claim 1, for example, recites, "...screening a plurality of entities to identify a plurality of authorized traders, the screening performed by the central authority having a registry of the plurality of authorized traders." According to the claimed subject matter of claim 1, the central authority maintains a registry of the anticipated and completed buys for each authorized trader and its agents (*see, e.g.,* Fig. 3; pg. 24, lines 10-14). Thus, the registry can determine the credit limit of each trader and if each trader has a sufficient credit for the trade (*see, e.g.,* Figs. 3 and Fig. 4A; pg. 23, line 31-pg. 24, line 4).

The Office Action asserts that in claim 3 and elsewhere, the term "likely" renders the claims indefinite in scope. The *only occurrence* of "likely" has been deleted from claim 3.

The Office Action asserts that "market statistics" are indefinite in scope. It is well known by persons skilled in the art that "market statistics" are calculated from the information regarding the sales contract by the central authority in a transaction database (*see, e.g.,* Figs. 1 and 3; pg. 35, lines 11-16).

The Office Action states, "in the claims, it is not clear if the payment is being executed electronically." Claims 4 and 14 have been amended to include electronic payment, as suggested by the Examiner.

The Office Action asserts that the scope and steps required for constructing a sales contract is indefinite. Applicants respectfully submit that the rejection is moot in view of amendment to claim 1 deleting the limitation of "constructing a standardized sales contract."

Accordingly, one having ordinary skill in the art would not have difficulty understanding the scope of the presently claimed invention, particularly when reasonably interpreted in light of the supporting specification. Therefore, it is respectfully submitted that the imposed rejection under 35 U.S.C. § 112, second paragraph is not legally viable and hence, Applicants solicit withdrawal thereof.

Allowable subject matter

The Office Action stated that claims 1-64 would be allowable if rewritten or amended to overcome the rejections under 35 U.S.C. § 112, second paragraph. Applicants submit that the present claims are compliant with the requirements of 35 U.S.C. § 112.

Conclusion

In view of the above amendments and remarks, Applicants submit that this application should be allowed and the case passed to issue. If there are any questions regarding this Amendment or the application in general, a telephone call to the undersigned would be appreciated to expedite the prosecution of the application.

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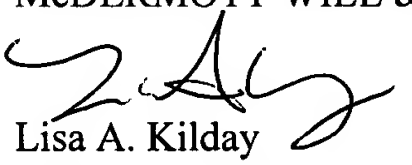
To the extent necessary, a petition for an extension of time under 37 C.F.R. 1.136 is hereby made. Please charge any shortage in fees due in connection with the filing of this paper, including extension of time fees, to Deposit Account 500417 and please credit any excess fees to such deposit account.

Respectfully submitted,

McDERMOTT WILL & EMERY LLP



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